सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of Karnataka

### e-Stamp

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| **Certificate No.** | : | **IN-KA73721417804059P** |
| Certificate Issued Date | : | 25-Jan-2017 12:14 PM |
| Account Reference | : | NONACC (FI)/ kaksfcl08/ YELAHANKA2/ KA-BN |
| Unique Doc. Reference | : | SUBIN-KAKAKSFCL0896580173016622P |
| Purchased by | : | B B M P COMMISSIONER |
| Description of Document | : | Article 12 Bond |
| Description | : | AGREEMENT |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | B B M P COMMISSIONER |
| Second Party | : | H V ONKARAPPA |
| Stamp Duty Paid By | : | B B M P COMMISSIONER |
| Stamp Duty Amount(Rs.) | : | 200 (Two Hundred only) |

FOR MAHAYOGI VEMANA SOUHARDA PATTINA SAHAKARI NIYAMITHA, YELAHANKA

AUTHORIZED SIGNATORY

Please write or type below this line

EE/PRO/ACA/36/2016-17

## Agreement

This agreement, made on the **21th day of February 2017**, between Bruhat Bangalore Mahanagara Palike represented by **The Executive Engineer, Project division, Yelahanka NH-7 Road. Bangalore-92** (hereinafter called "the Employer") of the one part and **Sri.H.V.ONKARAPPA, #27, Taralabalu Enclave, Near Police Station, Yelahanka, Bangalore-64.** (hereinafter called "the Contractor") of the other part.

Executive Engineer
Project Division
Yelahanka Zone
Bangalore

21/02/17

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Whereas the BBMP is desirous that the Contractor execute the work of **"Providing Structure roof covering(by Space Frames) over Gallery to Hoysala Play ground behind Yelahanka New Town Bus stand in Ward No:04".** Tender Notification No: BBMP/YNK/EE(PROJECT) /TEND/05/ 2016-17 Dated:12-07-2016 and BBMP/2016-17/BD/WORK_INDENT22063 (hereinafter called "the Works") and the BBMP has accepted the Tender by the Contractor as per approval of the Commissioner, BBMP vide para no.127, dt:26-12-2016 for the execution and completion of such Works and the remedying of any defects therein at a contract price of **Rs.3,31,53,711/- (Rupees Three crores Thirty One Lakhs Fifty Three Thousand Seven Hundred Eleven only)** which works out to be **14.96% above** the estimated cost of **Rs. 2,88,39,291.98** of CSR of 2015-16 and the Contractor has Submitted Security Deposit amounting to **Rs.16,60,000/-, vide FDR No.454998, Dated:21-02-2017, Karnataka Bank Ltd., Yelahanka New Town Branch**. The completion of the said Project is 12 months including monsoon. The defect liability period for the above work is 12 months from the date of completion of the work.

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - I. Letter of Acceptance;
   - II. Notice to proceed with the works;
   - III. Contractor's Tender;
   - IV. Contract Data;
   - V. Conditions of contract (including Special Conditions of Contract);
   - VI. Specifications;
   - VII. Drawings;
   - VIII. Bill of Quantities; and
   - IX. Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written. The Common Seal of The Executive Engineer (Project division), Yelahanka Zone, BBMP was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

The Executive Engineer (Project division), Yelahanka Zone in the presence of:

Binding Signature of Contractor

Binding Signature of Employer

Executive Engineer
Project Division
Yelahanka Zone
Bangalore
21/02/17